

# **THE CITY OF MARIETTA**

## **SOLICITATION FOR PROPOSAL**

### **SUPPLEMENTAL PENSION RETIREMENT PLAN CONSULTING AND INVESTMENT ADVISORY SERVICES**

**RFP-16-038433**



**CITY OF MARIETTA  
PURCHASING DIVISION  
205 Lawrence Street  
Marietta, Georgia, 30060  
770-794-5548**

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**REQUEST FOR PROPOSAL NO. RFP-16-038433**

**SUPPLEMENTAL PENSION RETIREMENT PLAN  
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# **INSTRUCTIONS FOR PROPOSAL SUBMITTAL**

## **ARTICLE 1 TIME AND DATE DUE**

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 2:00 P.M., Friday, February 5, 2016 for the following:

### **SUPPLEMENTAL PENSION RETIREMENT PLAN CONSULTING AND INVESTMENT ADVISORY SERVICES**

**RFP-16-038433**

All proposal requirements shall be in accordance with Specifications and Requirements Pages SOW 1-12 and attached hereto.

## **ARTICLE 2 OPENING LOCATION & TIME**

Names of vendors submitting proposals shall be read out loud at 2:00 P.M., Friday February 5, 2016 at the City of Marietta Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. A public opening of proposals will not occur at the date and time indicated above. Proposals received will be officially recorded, and this recordation will be made available to the public. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. Negotiations will be conducted in accordance with the procedures described in this solicitation.

## **ARTICLE 3 DELIVERY REQUIREMENTS**

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Division for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

#### **ARTICLE 4 CLARIFICATION & ADDENDA**

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same. However, it shall be the responsibility of each proposer to contact the City of Marietta, Purchasing Division at 770-794-5548 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. **EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.**

#### **ARTICLE 5 USE AND CLARIFICATION OF SPECIFICATIONS**

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from the Purchasing Division. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

#### **ARTICLE 6 BUSINESS LICENSE**

The proposer shall provide appropriate proof of a current Business License.

**ARTICLE 7 SEALED & MARKED**

**SEVEN (7) SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR PROPOSAL  
RFP-16-038433**

**SUPPLEMENTAL PENSION RETIREMENT PLAN CONSULTING AND  
INVESTMENT ADVISORY SERVICES**

and addressed to:

**City of Marietta, Purchasing Division  
205 Lawrence Street  
Marietta, Georgia 30060  
Attention: Beth Keller  
Purchasing Manager**

**ARTICLE 9 LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

**ARTICLE 10 PROPOSAL EXPENSES**

All expenses for making proposals to the City are to be borne by the proposer.

**ARTICLE 11 IRREVOCABLE OFFER**

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

## **ARTICLE 12 RESERVED RIGHTS**

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

## **ARTICLE 13 APPLICABLE LAWS**

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

## **ARTICLE 14 CODE OF ETHICS**

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

## **ARTICLE 15 COLLUSION**

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 15.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **ARTICLE 16 CONTRACT FORMS**

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

## **ARTICLE 17 NOTICE OF ACCEPTANCE**

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

## **ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES**

**Proposals shall be submitted on attached City forms. *PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.***

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT A”** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

#### **ARTICLE 19 DISCOUNTS**

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

#### **ARTICLE 20 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

#### **ARTICLE 21 TAXES**

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

#### **ARTICLE 22 USE OF TRADE NAMES**

Brand or trade names referenced in specifications are for comparison purposes only. Proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.



## **ARTICLE 23 REGULATIONS, CODES AND STANDARDS**

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

## **ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION**

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.

## **ARTICLE 25 INSURANCE, INDEMNIFICATION, AND LIABILITY**

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

### **A. INSURANCE**

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Workmen's Compensation Insurance                      Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per person
	\$1,000,000 annual aggregate

III.. Automobile Liability Insurance including:

\$1,000,000 combined single  
limit

### **B. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

**C. LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

**ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

**ARTICLE 27 DRUG FREE WORKPLACE**

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

**ARTICLE 28 WORK AUTHORIZATION PROGRAM**

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

**EXHIBIT A**  
**ALTERATIONS /EXCEPTIONS**

**SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED**

## **EXHIBIT B**

### **Drug Free Work Place Certification**

**Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:**

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**EXHIBIT C**

**SPECIFICATIONS & REQUIREMENTS**

**For**

**SUPPLEMENTAL PENSION RETIREMENT PLAN  
CONSULTING AND INVESTMENT ADVISORY  
SERVICES**

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## ARTICLE I

### General Information

The City of Marietta established the City of Marietta Supplemental Pension Plan (the Plan) on January 1, 1981. The plan is intended to comply with the requirements of Sections 401(a) and the Internal Revenue Code of 1986.

Regular full-time employees of the City of Marietta and the Marietta Board of Lights & Water are eligible to participate in the Plan effective as of the first day of the payroll period that begins after they have earned a year of service. Eligible employees who are not regular full-time employees are eligible to participate in the Plan immediately after their employment.

Each eligible employee has an account in the Plan. The City Contributes to each Eligible Employee's Account each pay period. The amount of that contribution is:

- 6.13% of each regular, full-time Employee's Compensation each pay period
- 7.50% of each part-time/temporary Employee's Compensation for each pay period.

Plan participants are not permitted to make elective deferrals or voluntary contributions into the plan. Plan participants are able to direct the investment of their own accounts from a selection of approximately 25 options, including mutual funds representing the major asset classes, both index and managed funds, and a selection of asset allocated target-date portfolios.

The City of Marietta's Pension Board is seeking an investment advisor to support them in the oversight and maintenance of this investment selection, as well as consulting support regarding fiduciary best practices, plan design considerations, administration, and pricing. It is also an expectation that the investment advisor assist in the design and execution of plan participant education strategies.

The plan service provider is the Principal Financial Group. The plan has approximately 680 current participants with account balances, including 110 terminated participants with account balances, and approximately \$33.6 million current assets.

### Scope of Services

The City of Marietta, Georgia, Pension Board is seeking proposals from firms qualified under the U.S. Securities and Exchange Commission ("SEC") to provide consulting and investment advisory services for the City of Marietta Supplemental Pension Plan. Required services shall include, but are not limited to, the following:

- Serving in the capacity of a 3(21) fiduciary
- Provision and maintenance of an Investment Policy Statement
- Investment monitoring and reporting
- Recommendations for replacement or additional investment managers and funds

- Provision of monthly investment performance reports to Pension Board Members
- On-site presentation of quarterly investment updates at Pension Board Meetings
- On-site participation in special called meetings as needed
- Acting as a liaison to facilitate the plan service provider relationship
- Periodic plan cost benchmarking
- Supporting plan service provider searches as needed
- Providing education support to plan participants in group and individual sessions.

Services in support of other retirement plans sponsored by the City are not a part of this RFP process and should not be considered in the Offeror's proposal.

#### Minimum Eligibility Requirements

For a firm's response to be considered, the firm must meet the following minimum eligibility requirements:

- The investment consulting firm must be a registered investment advisor under the Investment Company Act of 1940.
- The individual(s) assigned as lead consultant(s) must have a minimum of ten (10) years professional experience in retirement plan consulting.
- Must be able to attend on-site meetings as required.
- The investment consulting firm must be providing investment consulting services to a minimum of five (5) other municipal retirement systems with a minimum of two(2) in the State of Georgia.
- The investment consulting firm must agree to serve as a 3(21) fiduciary to the plan.
- The investment consulting firm must agree to disclose all conflicts of interest, all sources of revenue and all affiliations.

#### Evaluation Criteria

The information listed below is in a random order. Proposals will be evaluated based on the following criteria:

- Fees
- Experience serving municipal retirement plans in the State of Georgia
- Relevant experience and degree of focus in the areas of retirement plan consulting and investment advice
- Proposed work plan, soundness of approach and understanding of the needs the City of Marietta Supplemental Pension Plan's Pension Board and participants
- Accessibility and ability to attend on-site meetings
- Degree of experience working with plan service provider Principal Financial Group
- Demonstrated ability to perform the services referred to in the RFP
- References and recommendations of other clients

## ARTICLE II

### Request for Proposal Submission Instructions

All proposals received will become a part of the official contract file and may be subject to disclosure. A complete signed proposal must include the documents listed below.

Offerors are expected to examine the specifications and all instructions. Failure to do so will be at the Offeror's risk. Each Offeror shall furnish the information required by the solicitation. The proposal and price schedule must be signed by an employee of the company who is legally authorized to enter into a contractual relationship in the name of the Offeror.

### Mandatory Documents Checklist

Offeror must complete, execute and include with the proposal the following mandatory documents:

- ☐ Cover letter-Introduce the company and include the corporate name, address and telephone number of the corporate headquarters and local office.
- ☐ Questionnaire - Questions and requested attachments must be completed and submitted as outlined.
- ☐ EXHIBIT B - The City of Marietta's Drug Free Work Place Certification
- ☐ Article IV Forms – Forms A – C
- ☐ Additional Proposal Required Information

### Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities.

The City of Marietta reserves the right to reject any proposal or all proposals or to waive any technical defect in a proposal before or after proposal submission. The City of Marietta also reserves the right to cancel this RFP at any time for any reason or no reason. Additionally, the City of Marietta may, by addendum, modify any provision or part of this RFP at any time prior to the proposal due date and time. The Offeror shall not rely on oral clarifications to the RFP unless they are confirmed, in writing, by the Pension Board in an issued addendum. The City of Marietta also reserves the right to award based upon an Offeror's original submission without discussion.

Georgia Open Records Act. Information provided to the City of Marietta may be subject to disclosure under the Georgia Open Records Act (IIGORA"). Pursuant to O.e.G.A. § 5018-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [a.e.G.A. § 10-1-760 et seq.]."



### ARTICLE III

#### Questionnaire

The written proposal must include the following information:

- 1) Briefly describe your firm's background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners or joint ventures.
- 2) What percentage of your firm's revenue is derived from retirement plan investment consultation? In addition what percent is derived from investment consulting on municipal retirement plans?
- 3) Will your firm be able to serve the plan in the capacity of a 3(21) fiduciary?
- 4) Will your firm offer investment advice to the plan?
- 5) List the address of your main corporate office and indicate which office will be serving this plan.
- 6) Describe the staffing of the firm. Which individual(s) will directly serve this plan, in what capacity will they serve, in which office location are they located? What current securities licenses do they possess?
- 7) Discuss the ways you manage growth, including any limits to the client/consultant ratio.
- 8) Within the past three years, have there been any significant developments in your organization such as changes in ownership, restructuring, or personnel re-organizations? Do you anticipate future significant changes in your organization?
- 9) Please list the types of services your firm offers for retirement plans.
- 10) Describe your team's experience with similar work performed for other municipal retirement plans.
- 11) Describe the degree and type(s) of experience that you have working with plan service provider Principal Financial Group. What number of plans do you currently advise that are served by The Principal?
- 12) Describe any aspects or services of your organization that distinguish you from your peers.

- 13) How does your firm define and measure the success of retirement plan consulting relationships?
- 14) Please describe your firm's experience helping clients through retirement plan vendor search/request for proposals.
- 15) What is your firm's conflict of interest policy? Are there any potential conflict of interest issues your firm would have in servicing the Plan? If so, describe them.
- 16) Have individuals from your firm ever been disciplined by any government regulator for unethical or improper conduct or been sued by a client who was not happy with the work performed by the firm?
- 17) Within the last five years, has your organization or an officer or principal been involved in actual or threatened litigation, administrative or regulatory or similar proceedings relating to your investment consulting assignments? If so, provide an explanation and indicate the current status or disposition. Under disposition, include any censures or reprimands received from regulatory bodies.
- 18) Are there any circumstances under which your firm, or any individual in your firm, receives compensation, finder's fees or any other benefit from investment managers, investment funds or third parties? If yes, describe in detail.
- 19) Explain your firm's position/approach on the use of active versus passive management in the major asset classes.
- 20) Explain your firm's position/approach on the use of asset allocation portfolios.
- 21) What investment policy statement support do you offer?
- 22) Describe your firm's process for evaluating, and selecting, and replacing plan investment options? Do you have an investment watch list and what is your termination recommendation process?
- 23) What tools does your firm use to evaluate investment funds and managers? Which of these tools are proprietary to your firm, developed in-house or specifically for your firm?
- 24) Describe your investment research resources and capabilities. Is your investment research proprietary or from a third party?
- 25) Do you hold performance review meetings with clients and what reports do they receive? What period of time is required to prepare reports after the end of each quarter?

- 26) How will your firm support our Pension Board in the fulfillment of their fiduciary responsibilities to the plan?
- 27) Have any municipal clients terminated your consulting relationship during the past three years? If so, what was their reasons for doing so? Include their names, titles and telephone numbers.
- 28) How is your firm compensated for services?
- 29) Does your firm's proposed fee arrangement consist of any incentive or contingent payments? If so, describe the manner of calculation in detail.
- 30) Are you willing to guarantee your fees for a specific period of time?
- 31) Describe the coverages that you carry, levels of coverage, carriers and carrier ratings, for Professional liability or errors and omissions insurance.
- 32) Describe your vendor price benchmarking process.
- 33) Describe your service provider search RFP service and process.
- 34) With how many different service providers does your firm work to support current clients?
- 35) What plan design change initiatives have you led with your clients in the past 24 months?
- 36) Does your team offer participant investment education services? If so, please describe? What would be your offering to the participants of this Plan?

CITY OF MARIETTA SUPPLEMENTAL PENSION

Investment Advisor	Investment Option	Ticker Symbol	Assets
MFS Investment Management	MFS Value R3 Fund	MEIHX	\$1,257,784
Principal Global Investors	LargeCap S&P 500 Index Inst Fund	PLFIX	\$450,650
T. Rowe Price Associates, Inc.	T. Rowe Price Growth Stock R Fund	RRGSX	\$3,393,328
Fidelity Management & Research	Fidelity Advisor Leveraged Co Stock T Fund	FLSTX	\$854,217
Principal Global Investors	MidCap S&P 400 Index Inst Fund	MPSIX	\$137,885
JP Morgan Investment Mgmt Inc.	JP Morgan Small Cap Value A	PSOAX	\$295,949
Principal Global Investors	SmallCap S&P 600 Index Inst Fund	PSSIX	\$144,612
Legg Mason Institutional Funds	ClearBridge Small Cap Growth A Fund	SASMX	\$1,567,186
Harbor Capital Advisors	Harbor International Investor Fund	HIINX	\$1,032,459
Principal Global Investors	Diversified International R5 Fund	PINPX	\$0
Oakmark Mutual Funds	Oakmark Equity & Income I Fund	OAKBX	\$1,227,517
Multiple Sub-Advisors	Principal LifeTime Strategic Income R5 Fund	PLSPX	\$33,631
Multiple Sub-Advisors	Principal LifeTime 2010 R5 Fund	PTAPX	\$6,726
Multiple Sub-Advisors	Principal LifeTime 2015 R5 Fund	LTPFX	\$326,217
Multiple Sub-Advisors	Principal LifeTime 2020 R5 Fund	PTBPX	\$891,211
Multiple Sub-Advisors	Principal LifeTime 2025 R5 Fund	LTPDX	\$279,134
Multiple Sub-Advisors	Principal LifeTime 2030 R5 Fund	PTCPX	\$534,727
Multiple Sub-Advisors	Principal LifeTime 2035 R5 Fund	LTPEX	\$221,962
Multiple Sub-Advisors	Principal LifeTime 2040 R5 Fund	PTDPX	\$198,421
Multiple Sub-Advisors	Principal LifeTime 2045 R5 Fund	LTRDX	\$110,981
Multiple Sub-Advisors	Principal LifeTime 2050 R5 Fund	PTEFX	\$60,535
Multiple Sub-Advisors	Principal LifeTime 2055 R5 Fund	LTFPX	\$23,541
Multiple Sub-Advisors	Principal LifeTime 2060 R5 Fund	PLTOX	\$0
Dodge & Cox	Dodge & Cox Income Fund	DODIX	\$1,335,135
Principal Fixed Income Guaranteed Option. This group annuity contract is a guarantee. Total Investment Expense Net 0.20%. Net Crediting Rate 1.65% effective annual rate.			\$19,246,792
Short-Term Fixed Income			<u>\$33,630,600</u>

## ARTICLE IV

### **Attached Forms**

#### **Form A - Submittal Form**

#### **Form B - Price Proposal Form**

Provide a proposal regarding the fees to be paid to your firm for the services identified in the Scope of Services. The proposal should provide fees based upon a bundled fee for all services identified as ongoing. Include a list of staff and their hourly billing rates which would apply to work identified as ad-hoc.

#### **Form C– Current Client References**

Three current client references are required. These references should relate to projects of a comparable scope completed by your firm. Please use the Reference Form included in this RFP.

### **Additional Proposal Information Required**

- Provide a resume for each individual who will directly serve this plan.
- Provide an organization chart of your firm, indicating the relationship between each component relevant to supporting this plan.
- Provide a representative listing of current retirement plan investment advisory clients, including the name of the client, plan type, and plan asset level. Municipal plan clients should be listed first.
- Your Firm's Form ADV Parts 1 & 2
- Your Firm's Code of Conduct
- Attach a sample investment monitoring report that you use during performance review meetings with clients (See questionnaire question #25)

## **Form A - Submittal Form**

### **SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE**

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices proposed, pursuant to all requirements and specifications contained in this document, upon receipt of notification of award. Contractor further agrees that the language of this document shall govern in the event of a conflict with its bid. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered in this Request for Proposal meets or exceeds all specifications, terms and conditions as described herein without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions shall be rejected and all cost shall be borne by the contractor.

#### **Please fill in all spaces below:**

Company

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State,

Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax

Number \_\_\_\_\_

Email \_\_\_\_\_

Contact Person for Clarification of Bid

Response \_\_\_\_\_

Acknowledgment of Amendment/Addendum

Specify Number(s) and Date(s) \_\_\_\_\_

\_\_\_\_\_ # Date # Date # Date # Date # Date

Printed/Typed Name and Title of Individual

Signing \_\_\_\_\_

Signature of Member Authorized to Sign for

Firm \_\_\_\_\_

Date of Authorized

Signature \_\_\_\_\_

## **Form B - Price Proposal Form**

Offerors should provide a proposal regarding the fees to be paid to their firm for the services identified in the Scope of Services. The proposal should provide fees based upon a bundled fee for all services identified as ongoing. If applicable, attach a list of staff and their hourly billing rates which would apply to work identified as ad-hoc.

Offerors should choose a single pricing method from the methods shown below. The method options provided are the two most common industry methods.

Pricing must be submitted for all line items in order to be awarded a contract.

Professional Services shall NOT include travel expenses.

The Pension Board will NOT reimburse costs in excess of the dollar amount authorized for this Agreement and the Contractor is not required to provide services in excess of this amount unless the amount has been increased in writing, signed by both parties.

### Pricing Method 1

	Plan Assets		Rate		Total Cost
Plan Year 1	\$33,630,600	x		=	\$
Plan Year 2	\$35,130,600	x		=	\$
Plan Year 3	\$36,630,600	x		=	\$

### Pricing Method 2

	Plan Assets	Total Flat Fee
Plan Year 1	\$33,630,600	\$
Plan Year 2	\$35,130,600	\$
Plan Year 3	\$36,630,600	\$

DATE: \_\_\_\_\_

Offeror (Insert Corporate Name): \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Form C– Current Client References**

Client References: Three references are required. These references should relate to projects of a comparable scope completed by your firm.

### **REFERENCE #1**

---

*Entity Name*

---

*Plan Type(s)*

---

*Address*

---

*Contact/Title*

---

*Email*

---

*Phone*

### **REFERENCE #2**

---

*Entity Name*

---

*Plan Type(s)*

---

*Address*

---

*Contact/Title*

---

*Email*

---

*Phone*

### **REFERENCE #3**

---

*Entity Name*

---

*Plan Type(s)*

---

*Address*

---

*Contact/Title*

---

*Email*

---

*Phone*